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6/30/2001

AGREEMENT

between

THE CITY OF CENTER LINE, MICHIGAN

and

DPW AND RECREATION DEPARTMENT EMPLOYEES

**Michigan Council No. 25
American Federation
of State, County
and Municipal Employees,**

AFL-CIO

LOCAL #1103

CENTER LINE CHAPTER

July 1, 1998 - June 30, 2001

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AGREEMENT

THIS IS AN AGREEMENT ENTERED IN THIS 11th day of August, 1999, and effective July 1, 1998, by and between the CITY OF CENTER LINE, MICHIGAN, (hereinafter referred to as the "Employer"), and MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as the "Union").

1. INTENT.

The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

PURPOSE.

The general purpose of this Agreement is to stabilize relations between the Employer and the Employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

2. RECOGNITION.

Pursuant to the Public Employment Relations Act (Act 336 of P.A. of 1947), as amended, the Employer hereby recognizes the Union during the entire term of this Agreement as the sole and exclusive collective bargaining agent on behalf of all its Employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment, in behalf of any of its Employees coming within the meaning of this Agreement at any time during the terms of this Agreement, provided, that any individual Employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided, that the Union has been given an opportunity to be present at such adjustment.

The appropriate unit is:

All full-time Street and Water section employees (hereinafter referred to as "DPW" Employees) and Recreation Department Employees excluding Supervisors, office clerical employees and temporary employees.

3. **UNION SECURITY.**

All present Employees of the Employer covered by this Agreement who are members of the Union on the date of execution of this Agreement shall remain members of the Union in good standing for the duration of this Agreement.

AGENCY SHOP

During the term of this agreement, every Employee within the Bargaining Unit's contract who is not a member of the Union shall, as a condition of continued employment on and after the 30th calendar day of employment, pay to the Union a service charge equivalent to union dues per month.

4. **UNION DUES.**

(a) Employees may pay membership dues directly to the Union.

(b) The Employer agrees to make monthly collection of Union Dues and initiation fees (not including fines or assessments) for any Employee submitting a signed payroll deduction authorization (in the form set forth in subparagraph 4[h] below) to the Employer and to pay over to the Union the total amount thus deducted for all such Employees.

(c) When Deductions Begin. Check-off deductions under all properly executed "Authorization for Check-off Dues" forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second pay of the month and each month thereafter.

(d) Remittance of dues to financial Officer. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated Financial Officer of the Union,

monthly, with a list of those for whom the Union has submitted signed Authorization for Check-off Dues forms but for whom no deductions have been made.

(e) Termination of Check-off. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such Employees following the end of the month in which the termination took place. Any Employee may voluntarily cancel or revoke the Authorization for Check-off Dues deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration date of this Agreement.

(f) List of Employer's Liability. The Employer shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

(g) List of Members Paying Dues Directly. The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any charges.

(h) Form of Authorization.

MICHIGAN COUNCIL NO. 25
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____

Classification _____

To: City of Center Line, Michigan

Effective _____, 19____, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees, as certified by the Union.

The amount deducted shall be paid to the Union. This Authorization shall remain in effect unless terminated by me, by written notice to the Union and Employer, as set forth in the Agreement.

_____(Name)
_____(Address)

5. STEWARD AND ALTERNATE STEWARD

(a) Employees shall be represented by a Steward who shall be a regular Employee and working in the department.

(b) The Union will immediately notify the Employer in writing, of the name of its Steward and any change of personnel in this position.

(c) The Steward, during his working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer upon having received permission from his Department Head. The Department Head may grant permission provided that the Steward's absence will not interfere with the work of the department. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and the Steward will perform his regularly assigned work at all times except as provided herein. Any alleged abuse will be a proper subject for a Special Conference. (See Section 10 for definition).

(d) Copies of all letters, correspondence, documents related to Local 1103 City of Center Line, and its members, including disciplinary actions, will be forwarded to the Chief Steward and/or his designated alternate.

6. GRIEVANCES.

In the event of a dispute, difference or disagreement between the employees Union and the Employer regarding the interpretation or application of this Agreement, the following procedure shall be utilized to adjust the matter:

(a) STEP ONE. When an Employee feels that he is aggrieved, he shall within five (5) working days after the act or incident complained of present his grievance orally to his Department Head. The Steward may be present at this step if so requested by the Employee.

(b) STEP TWO. If the Employee and the Department Head are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved, signed by the Employee or his representative, and submitted by the steward to the

Department Head for resolution.

(c) STEP THREE. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager who will endeavor to resolve the matter with the Steward.

(d) STEP FOUR. In the event that the grievance shall not have been satisfactorily settled in the three preceding steps, either party within thirty (30) working days after the date of the conclusion of Step Three above may, by letter to the American Arbitration Association, submit the matter to said Association for arbitration and an earnest effort shall be made by both parties to expedite arbitration. The Arbitrator may not add to, or subtract from, change or amend any of the terms of this Agreement. The decision of the Arbitrator, which is subject to appeal by either party to judicial review, shall be final and binding on all parties.

7. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS.

(a) The employer will answer, in writing, any grievance presented to it in writing by the Union within five (5) working days from the date of the meeting at which the grievance was discussed.

(b) Any grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review; provided, however, that such time limit shall not exceed thirty (30) working days from Step Three to arbitration.

(c) A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability. The parties may, by written mutual agreement, waive the time limits called for in the Grievance Procedure.

8. VISITS BY UNION REPRESENTATIVES.

The staff Representatives of the Union shall have reasonable access to the Employer's premises where unit Employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the Department Head and that the visit does not interrupt the normal work of the department.

9. DISCIPLINE.

(a) Disciplinary action or measures may include oral reprimand, written reprimand, suspension, demotion, or discharge.

(b) Discipline shall be only for just cause. The Employer, whenever possible, shall give the Steward notice prior to suspension or discharge. Any Employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment

10. SPECIAL CONFERENCES.

Special Conferences for important matters will be arranged between the Unit Representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council 25 or a representative of the International Union.

11. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages that Employee would otherwise have earned at his regular rate.

12. SENIORITY.

(a) All new employees shall be regarded as probationary Employees for the first six (6) months of their employment. In individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. In the case of extended probation, the Employee's pay increase will not be granted. At such time as the extended probation period is successfully completed, the Employee's pay increase will be considered retroactive to the beginning of the extension period. Upon completion of the probationary period, the Employee will be granted seniority ranking from the date of hire. Until given seniority ranking an Employee shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

(b) Seniority shall be on a departmental basis in accordance with the Employee's last date of hire.

13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

(b) The seniority list will show the names and job titles of all Employees of the Unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Union Representative with up to date copies at least every ninety (90) days, upon his request.

14. LOSS OF SENIORITY.

1. Seniority shall be terminated when an employee:
 - a. Is discharged for just cause, or
 - b. Quits or retires, or
 - c. Fails to report for work after a layoff, when properly notified in accordance with Section 16 or
 - d. Is laid off or has not worked for the City for a continuous period equal to his or her seniority at the time of layoff or eighteen (18) months whichever is less, or
 - e. Is absent from work three (3) or more working days without providing the City with a reason acceptable to the City for such absence, or
 - f. Overstays a leave of absence without advising the City of a reason acceptable to the City, or
 - g. Gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence.

2. For any and all purposes, accrued seniority shall not be terminated and shall accumulate while an Employee is absent for paid sick leave, vacations, or holidays, as approved in writing by the City.

3. Absence due to injury or disease for which Workers' Compensation is payable shall not terminate seniority.

15. LAYOFF DEFINED.

(a) The word "Layoff" means a reduction in the working force.

(b) Layoffs shall be made by classification in the inverse order of departmental seniority. Employees may bump less senior employees in lower classifications provided they can perform the work required, in which event they shall receive the pay rate of the lower classification into which they bump.

(c) The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the Employees affected together with a list of the names of said Employees to the Union.

16. **RECALL PROCEDURE.**

When an increase in force is necessary, Employees previously laid off will be recalled in the order of seniority. Employees so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with his Department Head.

Recall rights for an Employee shall expire after a period of layoff equal to his seniority upon layoff.

17. **TRANSFERS. TRANSFER OF EMPLOYEES.**

If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred and shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

18. **PROMOTIONS.**

Promotions to positions in the DPW above the classification of Maintenance II shall be competitive and filled by promotions among persons holding positions in the next lower classification in the department; PROVIDED, however, if no person or persons have completed two (2) years in the next lower classification, examinations may be held among persons in such classifications as to all intent and purpose as though two (2) years of service have been completed by such persons. Promotions shall be based upon merit to be ascertained by tests and upon the superior qualifications of the persons promoted as shown by his previous service and experience.

Effective August 11, 1999, Promotions to positions in the DPW shall be competitive and filled by promotions among persons holding positions in the next lower classification in the department; PROVIDED, however, if no person or persons have completed two (2) years in the next lower classification, examinations may be held among persons in such classifications as to all intent and purpose as though two (2) years of service have been completed by such persons. Promotions shall be based upon merit to be ascertained by tests and upon the superior qualifications of the persons promoted as shown by his previous service and experience.

19. VETERANS.

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

20. VETERANS LAW.

Except as herein before provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

21. ARMED FORCES SUMMER TRAINING.

Employees who are in the Armed Forces Reserve or the National Guard can use accrued vacation time if required to attend summer training or may take time off without pay. (Universal Military Training and Selective Service Act).

22. LEAVE OF ABSENCE.

If an Employee desires an unpaid leave of absence:

(a) For less than seven (7) calendar days, the Employee will make the request to the Department Head.

(b) For seven (7) calendar days or more, the Employee will submit a written request two (2) weeks prior to the commencement of the proposed leave and upon written permission from the City Manager, a leave for a period of not more than thirty (30) calendar days may be granted an Employee.

(c) The City will grant a leave of absence for Union activity for a period of one (1) year with extensions upon request.

23. SICK LEAVE.

(a) Whenever an employee is unable to report to work due to illness or non-job related injury or recurrence thereof, the necessary time off will be granted on request to the Department Head. Employees will be eligible to collect compensation for sick leave after six (6) months service. The Department Head may require medical verification to justify use of sick leave in cases of three (3) or more consecutive days of sick leave, or after six (6) instances of sick leave in a fiscal year, or when an

Employee's pattern of sick leave usage indicates abuse of sick leave. Any number of sick days (1, 2, 3, etc.) taken consecutively are to be considered as one instance of sick leave. Every instance will be counted. The foregoing provision shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workers' Compensation Benefits and/or the Retirement System established pursuant to Act 427 of Public Acts of 1984, as amended, relative to total and permanent disability provided for therein.

(b) For those Employees hired prior to October 1, 1992, such sick leave in each case of illness or non-job related injury or recurrence thereof shall be limited to a maximum of six (6) months of sick leave absence. Employees hired after October 1, 1992, shall be limited to a maximum of one (1) month for each full year of service completed by the Employee at the time of commencement of a sick leave absence, to a maximum of six (6) months for Employees with six (6) or more full years of service. Full pay and benefits shall be continued during the sick leave absence for the period of time earned according to years of service.

(c) When sick leave benefits, as defined in subsection (b), are exhausted, an Employee status change occurs wherein the Employee becomes inactive. An inactive Employee may request up to six (6) months additional unpaid medical leave of absence by written request to the City Manager. If such request for leave of absence includes a written recommendation from the Employee's physician; and if requested by the City Manager, said recommendation may be confirmed by the City's physician; and if said recommendation indicates a date certain of the Employee's return to active status, the Employee's fringe benefits will be continued but limited to the following: Hospitalization Insurance, Dental Insurance, Optical Insurance, full Life Insurance. The Employee's status will remain inactive until such time as the Employee's physician and the City's physician agree on a date certain for return to full duty status or the expiration of six (6) months, whichever comes first. Employees unable to return to active duty status, whose unpaid medical leave of absence has expired, shall be considered to have their employment terminated.

(d) After the maximum of six (6) months of sick leave absence or a combination of sick leave absence and unpaid medical leave totaling six (6) months, the Employee will be placed on Long Term Disability.

(e) Employees who have a cause of action for personal injury and settle out of court are obligated to return to the City of Center Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the Employee.

24. WORKERS' COMPENSATION.

A member of this Unit who incurred bodily injury arising out of and in the course of actual performance of duty in the service of the City (which bodily injury totally incapacitates such Employee from performing any available City employment) shall be entitled to disability compensation upon the following basis and subject to the following provisions:

(a) The Employee must be eligible for and receive Workers' Compensation on account of such bodily injury.

(b) The total incapacity, as above set forth, must continue for the duration of the period of compensation.

(c) Any Employee suffering an injury within the meaning and definition of the paragraph shall file a report in writing relating to such injury with his Department Head on the day such injury occurs or if physically unable to do so because of the nature of such injury then a physician's report in writing in relation to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of center Line and when received by the Department Head shall be transmitted forthwith to the office of the City Manager.

(d) The Employee shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the City Manager who shall administer this policy.

(e) The Employee so incapacitated shall be continued on the City payroll during the period of payment hereinafter set forth.

(f) Disability compensation shall be made to such City Employee in the following manner and upon the following basis:

1. The compensation received by such employee under the Workers' Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal his regular salary for a period not to exceed one hundred eighty (180) days from and after the original date of absence due to injury.

2. From and after the one hundred eighty (180) day waiting period (see Section 24, Paragraph f[1] above), the Employee shall be compensated, through the Employer's long term disability income plan, for an amount of monthly income equal to the lesser of 66-2/3% of the employee's earnings or \$1,500.00.

(g) Whenever an Employee has a compensable injury under the Workers' Compensation Act, which results in a settlement, the Employee is obligated to return to the City of Center Line that amount of money the City paid towards his wages during his length of injury while receiving Workers' Compensation.

(h) The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 135 of Public Acts of 1945 relative to total and permanent disability provided for therein.

25. BEREAVEMENT LEAVE.

(a) Three (3) days off with pay when death occurs to the husband, wife, mother, father or children.

(b) Two (2) days off with pay when death occurs to mother-in-law, father-in-law, grandchildren, brother or sister.

(c) one (1) day off with pay when death occurs to the grandparents, uncles, or aunts of the Employee or the Employee's spouse.

(d) Additional time off over and above the amounts specified in a, b, and c, above, or for attendance at funerals of persons not listed in a, b, or c, above, may be allowed upon request to the Department Head and approval by the City Manager.

26. LONGEVITY PAY.

The basis of longevity compensation is as follows:

(a) Eligibility of an Employee shall initially commence when such Employee shall have completed one (1) full year of continuous employment on or before October 31 of any year. Only those Employees hired prior to July 1, 1979 are eligible to receive longevity pay. Employees hired subsequent to July 1, 1979 shall not be eligible to receive longevity pay.

(b) Continuous employment, for the purposes of this policy shall not be considered as interrupted when absences arise as vacations, sick leave, or authorized leave of absences, provided, such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

(c) The compensation used as a basis for computation of longevity for Employees shall be based on a rate of the annual salary not to exceed Ten Thousand Dollars (\$10,000.00). PROVIDED, that the compensation to be utilized for computation purposes of a part-time employee entering upon full time employment shall be the average compensation received by such Employee in the first year of employment until such time as one (1) year of full time employment is attained.

(d) The following scheduled of payment shall apply.

<u>Step</u>	<u>Continuous Years service on/or before October 31 of each year</u>	<u>Percent (%) used but on base not in excess of \$10,000</u>
1	1 to 5	2%
2	5 to 10	4%
3	10 to 15	6%
4	15 to 20	8%
5	20 and thereafter	10%

The percentage shall not exceed ten percent (10%) or apply to a salary in excess of Ten Thousand Dollars (\$10,000.00).

(e) Employees voluntarily leaving the employ of the Employer, retiring, dismissed for cause, or deceased prior to October 31 of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof. There shall be no pro-ration for a part of the year in which employment terminates for any reason.

(f) Compulsory military service time, after a two (2) year period of employment, will be included as continuous service time in the computation of future longevity payments, provided the Employee returns to the employ of the Employer within sixty (60) days after release from compulsory service with a branch of the U.S. Armed Forces.

(g) Longevity compensation shall be a separate and distinct annual payment to those eligible Employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the City of Center Line.

(h) Payments to Employees eligible on October 31 of any year shall be due on December following. The annual period covered in computation of longevity will be from November 1 of each year through and including October 31 of the following year.

27. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK

It is the Employer's policy to use its own Employees as much as possible in the performance of work consistent with such considerations as efficiency, economy, time requirements and with regard to the interest of the affected Employees. In deciding whether work regularly and customarily performed by Employees shall be contracted, the Employer shall apply the aforesaid policy. When the contracting of such work is being considered, the Employer shall withhold taking such action to provide the Union a reasonable opportunity for discussion of the matter. A "reasonable opportunity" for Union discussion shall be a period fixed by written notice to the Union of not less than ten (10) working days

unless the Employer explains to the Union the reasons why a shorter discussion is specified. In any such discussion, the Employer shall explain the reasons why it would take the proposed action and the Union shall respond on the merits, including the suggestion of any alternative action consistent with the policy stated above and the Employer will give due consideration to such suggestions before making a final decision.

28. SUPERVISORS.

In the event it is considered necessary by the Employer, any Employee in the supervisory force may perform any work in any job classification covered by this Agreement when an Employee is not displaced and loses no normal or overtime pay.

It is not the intent of the Employer to deprive an Employee of work by assigning work to the Supervisor. However, it is understood and agreed that Supervisors are specifically permitted to work in case of an emergency or when there is a shortage of qualified help and when regular Employees are sick or on leave and/or on vacation.

Supervisors shall be permitted to perform such functions as testing equipment, methods of operation and instructing Employees and assisting while other Employees are working.

29. HOURS OF WORK.

The regular work day is 7:30 A.M. to 4:00 P.M. Each Employee shall be granted a thirty (30) minute lunch period without pay beginning not earlier than 11:00 A.M. and not later than 12:30 P.M.

30. PREMIUM PAY.

Premium pay (time and one-half) shall be paid for all hours worked in excess of eight (8) hours per day of the regular work week, Monday through Friday, and for all hours worked on Saturdays. Any Employee who works on Sundays and Holidays shall receive double time.

At the employees' option, compensatory time rather than cash may be credited to an employee at the applicable premium rate. Such time may not accumulate to more than sixteen (16) hours at any one time and will be utilized in four (4) hour increments only at times mutually agreed upon between the employee and the Director of Public Works.

31. GUARANTEED OVERTIME.

On those occasions when it is necessary to call an Employee in for overtime work after regular working hours and not in continuation thereof, the Employee shall be credited with a minimum of two (2) hours overtime.

32. HOLIDAYS.

Paid holidays shall be as follows:

New Year's Day	Labor Day	Christmas Eve Day
Good Friday	Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve Day
Independence Day	Day After Thanksgiving	Employee's Birthday
Floating Holiday (1)		

Each employee will receive one (1) additional Floating Holiday per fiscal year for the term of the contract.

When an Employee's birthday falls on a holiday, the day following will be considered the off day.

When one of the above listed holidays falls on Saturday, the preceding Friday will be considered the holiday. When one of the holidays falls on Sunday, the following Monday shall be considered the holiday.

33. VACATIONS.

(a) Each employee will receive sixteen (16) vacation days upon completing one year of service and continuing until their fifth (5th) year. An Employee who has completed five (5) years of service to the City will, on their anniversary date, be eligible to receive four (4) additional days, for a total of twenty (20) days which will continue at this same rate until the Employee's twelfth (12) year of service. Upon completion of twelve (12) years of service, each employee will be eligible to receive twenty-two (22) vacation days per year which will continue until the Employee's fifteenth (15th) anniversary. Upon completion of fifteen (15) years of service and each year thereafter, each Employee will be eligible for twenty-five (25) vacation days per year.

(b) Vacations for employees hired after July 1, 1986 shall be as follows:

Each Employee will receive ten (10) vacation days upon completion of one year of service. on each anniversary date following, an employee will receive one additional vacation day until the Employee's tenth (10) year of service, for a total of nineteen (19) days. Upon completion of fifteen (15) years of service and each year thereafter, each Employee will receive twenty-five (25) vacation days per year.

(c) All vacation benefits will be granted on July First of each year.

(d) Vacation days shall not be allowed to accumulate beyond thirty (30) days.

(e) Employees with less than one (1) year of service will not be granted leave time for vacations.

34. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL INSURANCE.

(a) Hospitalization and Medical Insurance.

1. For those employees hired prior to July 1, 1994, the Employer shall provide hospitalization insurance and medical benefits for qualified Employees, and for their dependents as follows: The Michigan Blue Cross/Blue Shield, Blue Preferred Plan (PPO with 15% sanction co-pay), Comprehensive Hospitalization Semi, D45NM, FC SD, COB-3, SAT-II, SOT-PE, GLE-1, HCB-1, TRUST-15, MVF-1, PLUS15, FAE-RC Master Medical Option I, MMC-PD, MMC, POV, \$3.00 PDP, PD-MAC, APDBP, ML, by assuming the monthly premiums for each eligible employee and their dependents.

The City shall reimburse Employees and retirees for costs they incur under the deductible provisions of the Master Medical portion of their health insurance for costs so incurred over \$50.00 per person or \$100.00 per family to the new deductible limits of \$100.00 per person or \$200.00 per family. The costs to the City for this reimbursement provision are then limited to \$50.00 per person and \$100.00 per family. Reimbursement will be made following presentation to the City of All appropriate medical payment receipts.

2. Effective July 1, 1994, the Employer shall provide hospitalization insurance and medical benefits for qualified Employees, retirees and for their eligible dependents as follows: The Michigan Blue Cross/Blue Shield, Comprehensive Major Medical (CMM) Program (500/1,000), (80/20) with a \$5.00 PPO Prescription Drug Rider (APDBP), by assuming the monthly premiums for each eligible Employee and their eligible dependents. The City will reimburse Employees 50% of all costs incurred on a monthly basis for deductible and co-payments, upon submission of appropriate medical payment receipts.

3. Effective July 1, 1994, for those Employees that continue in the H.A.P. program, the City shall pay up to the amount of the monthly premium being paid under the CMM program, plus thirty dollars (\$30.00) for single person coverage, thirty-five dollars (\$35.00) for two-person coverage, or forty dollars (\$40.00) for family coverage.

4. When health care premium costs change, the Employer will notify the Union of said changes.

5. Effective July 1, 1999, the Employer will provide Hearing Care Rider (HC) for those employees covered by The Michigan Blue Cross/Blue Shield Hospital and Medical Insurance Program.

(b) Dental Insurance.

1. The Employer will provide dental insurance protection for the Employee and his family by assuming the monthly premiums for each eligible Employee and his dependents.

2. Effective July 1, 1999, the employer will provide Orthodontics Plan B, Class III coverage which will consist of 75% coverage up to a lifetime maximum of \$1,500.00 for all eligible persons.

If in its judgment the Employer considers it advisable in the interest of the Employees, another type of local hospitalization, medical or dental plan or a plan insured by an insurance company or other plan selected by the Employer may be substituted for the plan currently in effect upon agreement with the Union Representative.

(c) Optical Insurance. Effective July 1, 1986, the Employer shall provide and pay the premium for Plan A from the Co-op Optical Plan, or its equivalent from another carrier, for each employee and eligible family members.

35. PERSONAL BUSINESS DAYS

It is recognized that occasionally a situation may arise wherein an Employee may be compelled to attend, appear or be present at some function which would require an absence from regular working hours during a normal day. Upon permission from the Department Head or the City Manager, the Employee may, for a reasonable cause, be granted the necessary time off with pay, not to exceed three (3) days per fiscal year.

Requests for Personal Business Days shall be submitted twenty-four (24) hours in advance, whenever possible. All requests for leave must be submitted on an "Application for Leave" form as provided by the Employer.

36. RETIREMENT

The Employer shall continue its membership in the Michigan Employees' Retirement System established pursuant to Act 427 of the Public Acts of 1984, as amended, by providing the Employees with benefit plan "B-2" with FAC-3" of the Michigan Municipal Employees Retirement System plus retirement at fifty (50) years of age with twenty-five (25) years of service without a reduction in monthly pension.

Employees retiring on or after July 1, 2000, will retire with "B-3" with FAC-3" of the Michigan Municipal Employees Retirement System plus retirement at fifty (50) years of age with twenty-five (25) years of service without a reduction in monthly pension.

If a retiree moves out of state, or where PPO coverage is impractical, insurance coverage will revert back to the traditional Blue Cross/Blue Shield, MVF-1, with Master Medical Option I, at no expense to the Employee.

The Employer shall provide hospitalization insurance and medical benefits for retirees, and for their dependents. only the retiree, his or her spouse and qualifying dependents at the time of

retirement are eligible for health insurance coverage. If a retiree divorces his or her spouse after retirement, coverage for the divorced spouse will immediately terminate upon divorce. Additional coverage for new spouse or children from a new marriage can be obtained through the City plan at the retiree's expense.

At age 65 the Employer shall provide Blue Cross/Blue Shield Master Medical 65 Complimentary Coverage.

In the event of the death of a retiree, the Employer shall continue to provide health insurance and medical benefits for the spouse and eligible dependents, only.

37. LIFE INSURANCE.

The Employer shall provide life insurance in the face amount of Twenty Thousand Dollars (\$20,000) for qualified Employees as provided in the existing contract between the Employer and the Crown Life Insurance Company by assuming the payment of the monthly premiums plus Twenty Thousand Dollars (\$20,000) for accidental death.

If in its judgment the Employer considers it advisable in the interest of the Employees, another insurance plan or carrier may be substituted for the current one upon agreement with the Union Representative.

Upon retirement from the City of Center Line, the Employee will receive a Five Thousand Dollar (\$5,000) term life insurance policy and the Employer will assume the payment of the premium.

38. UNIFORMS.

The Employer shall provide each Employee with a laundered uniform for use during the performance of regular duties.

39. GLOVES AND JACKETS.

The Employer shall compensate each Employee requiring the use of gloves and jackets on an annual basis in lieu of furnishing same an amount of \$250.00 made payable in September of each year.

40. SAFETY GLASSES.

The Employer shall provide the Employees with safety prescription glasses (not to include reading glasses) who are required to wear them at all times. However, the initial cost of glasses is to be deducted from the Employee's pay. In the event of accidental breakage of glasses while on the job, regardless of type of glasses, the Employer shall provide new glasses for the Employee.

41. RATES OF PAY.

	Start	6 Mos.	1 Yr.	1½ Yrs. (Max.)
<u>July 1, 1998 through June 30, 1999</u>				
Project Leader				16.71
Maintenance II	16.10	16.26		
Maintenance I	15.31	15.51	15.67	15.83
Custodian	12.83	13.05	13.24	13.43
<u>July 1, 1999 through June 30, 2000</u>				
Project Leader				17.21
Maintenance II	16.58	16.75		
Maintenance I	15.77	15.98	16.14	16.30
Custodian	13.21	13.44	13.64	13.83
<u>July 1, 2000 through June 30, 2001</u>				
Project Leader				17.55
Maintenance II	16.91	17.09		
Maintenance I	16.09	16.30	16.46	16.63
Custodian	13.47	13.71	13.91	14.11

A Custodian required to perform the duties of a Maintenance I for two (2) or more consecutive hours, shall be paid the rate of pay of a Maintenance I from the first hour so worked.

42. CHANGE OF CLASSIFICATION.

(a) For those Employees hired prior to July 1, 1998 only, after four (4) years of service, all Maintenance I shall, except when the Employer can demonstrate inadequate performance and/or qualifications, be advanced to Maintenance II (non-probationary Maintenance I employees employed at

present will be classified as Maintenance II). The Employer may, at its discretion, advance a Maintenance I to Maintenance II after eighteen (18) months of service.

(b) Whenever a member of the bargaining unit is temporarily placed in charge of the department in the absence of the Superintendent, he or she shall be paid a premium of \$2.50 per hour.

43. DRIVERS LICENSE REQUIREMENTS.

Employees will be required to obtain the proper Chauffeur's Drivers License (CDL), currently Group B, or whichever group is required by the State of Michigan during employment. This license will allow for the operation of any City vehicle in the performance of the Employee's job functions.

In addition to licensing, unless a permanent medical waiver has been obtained, all Employees will be required to undergo the following physical examination and drug testing, as required by law:

- Physical examination required by Department of Transportation (DOT)
- National Institute of Drug Abuse (NIDA)

The costs incurred for the above licensing and physical examination requirements will be paid by the City.

44. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT.

When a new job is placed in the Unit and can not be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

45. UNION BULLETIN BOARD.

(a) The Employer will provide adequate space on the locker room bulletin board which may be used by the Union for posting notices of the following type:

1. Notice of recreational and social events.

2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union Meetings.

(b) A copy of Notices will be forwarded to the Employer upon request.

46. EMPLOYER RIGHTS.

(a) The Union recognizes the Employer's right to manage its affairs and direct its work force.

(b) The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

(c) The City of Center Line, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein, are reserved to and remain vested in the City including, but without limiting the generality of the foregoing, the right:

1. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

2. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

3. to subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;

4. to determine the number, location and type of facilities and installations;

5. to hire, assign and layoff employees;

6. to discipline and discharge employees for cause;

7. to direct the work force, assign work and determine the number of employees assigned to operations.

The City has the right to determine hours of work, work schedules, starting and quitting times, and overtime work. All modifications with regard to hours of work shall be submitted to the Union fifteen (15) working days in advance of implementation. The City and the Union shall meet and discuss all changes in hours of work prior to any implementation of changes in hours of work.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Center Line, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

47. NO STRIKE.

Neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or part, the full, faithful and proper performance of an employee's duties) for any purpose whatsoever during the term of this Agreement.

48. WAIVER.

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that the parties acknowledge that, during the negotiations which resulted in this Agreement, each party had an unlimited right to waive demands and proposals with respect to any subject or matter not removed by law from the area from collective bargaining. It is finally agreed that neither party has relinquished any rights or given up any position or

affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

49. TERMINATION.

This Agreement shall remain in full force and effect until midnight, June 30, 2001, and shall thereafter be continued in full force and effect from year to year after June 30, 2001, unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

FOR THE CITY OF CENTER LINE



MARY ANN ZIELINSKI
Mayor

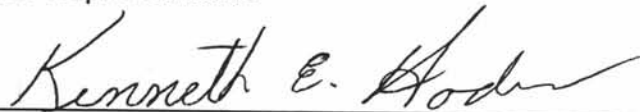


NANCY L. BOURGEOIS
City Manager/Clerk

MICHIGAN COUNCIL NO. 25
AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES



JUDITH E. PICKETT
Staff Representative



KENNETH E. HODER
Chief Steward



JOHN THEISEN
Steward